

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Kandus Dakus, individually and on behalf of
all others similarly situated,

Plaintiff,

- against -

Koninklijke Luchtvaart Maatschappij, N.V.,

Defendant

1:22-cv-07962-RA

Declaration of Kandus Dakus

I, Plaintiff Kandus Dakus, hereby declare and state under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I was the Plaintiff in this action until it was dismissed by this Court. ECF No. 33 (“Order”).

2. The Court ordered my attorney to “show cause” why he should not be subjected to sua sponte sanctions based on allegations in the Amended Complaint (“Am. Compl.”) related to my purchase of airline tickets and flying on KLM.

3. I have reviewed the Order, along with the documents submitted by both sides.

4. I submit this Declaration in Support of the Memorandum of Law and Declaration of Spencer I. Sheehan in Opposition to the Order.

5. In late July 2022, I returned from my trip to Europe through ACIS Educational Tours (“ACIS”).

6. After my return, I saw the advertisement from my attorney which asked if I “Recently Purchase[d] airline tickets through a company that claimed to be more environmentally friendly than others?”

7. Since I am concerned about the effects of climate change and recently traveled, I was

intrigued and clicked on the advertisement.

8. I selected KLM because I had taken several flights on this airline during my trip.

9. As a kindergarten teacher, I understood “purchase” consistent with its dictionary definition, “to obtain by paying money or its equivalent.”¹

10. However, I paid this money not directly to the airlines and lodging providers which provided services to me during my trip, but to ACIS.

11. I considered myself a purchaser because even though I paid money to ACIS, I knew they used it to pay for my flights and lodging.

12. I recognize the advertisement asked if I “Recently Purchase[d] airline tickets through a company that claimed to be more environmentally friendly than others?”

13. I regret not reading this sentence closer, because the issues in this case relate to the environmental claims of KLM, not ACIS.

14. I provided the information requested by the advertisement, which included the name of the airline, my name, address, phone number, email address, the name and location of the departure airport, and approximately when the travel occurred.

15. I did not think about my submission afterwards, and over a month went by until I received the Representation Agreement from my attorney on September 9, 2022.

16. I reviewed the Agreement.

17. The information corresponding to my personal information and the airline with whom I traveled was pre-populated and corresponded to the information I provided.

18. I initialed two sections relating to my responsibilities to cooperate with my attorneys on behalf of others and that I would not be compensated for my role.

¹Purchase Definition, MERRIAM-WEBSTER.COM, <http://merriam-webster.com/dictionary/purchase> (last visited October 9, 2023).

19. Finally, I signed the Agreement.

20. Though my attorney called me on September 9, 2022, and followed up with a text message informing me why he was calling me, I was unable to answer.

21. My attorney called me again on September 13, 2022, and I spoke to him.

22. During this call, my attorney reviewed the Agreement with me.

23. I thought this was not necessary because I had read the document before signing it, but I let him complete his review.

24. We discussed my viewing of the advertisement which asked if I “Recently Purchased” airline tickets through certain airlines.

25. I confirmed that I did make such a purchase with KLM, as I understood this word and its context.

26. My attorney informed me of the misleading claims made by KLM about the environmental impact of flying and its commitment to reach certain environmental goals.

27. My attorney asked if I was aware of KLM’s environmental marketing, and I responded that I was aware of this marketing before I flew on KLM.

28. My attorney asked me if I would have purchased tickets and flown on KLM or paid more money for such tickets relative to the prices charged by other airlines if I knew that its environmental claims were false and misleading.

29. I responded that I would not have, because I would not want to spend my money with companies that are not truthful to consumers about their commitment to the environment.

30. I informed my attorney that I was a kindergarten teacher.

31. I did not inform my attorney that I arranged my travel through ACIS, which selected KLM; or that I traveled with a tour group for the trip.

32. I did not mention this because I did not believe it was relevant to our conversation.

33. My attorney did not ask me if I traveled on a tour group or had my tickets purchased by a third party.

34. My attorney informed me that if I agreed, I would be a “named plaintiff” in such an action.

35. I told him this was something I wanted to do, because I am a supporter of efforts to limit climate change and protect our environment.

36. My attorney reviewed an outline of the legal document which would be filed on my behalf.

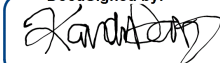
37. During this review, my attorney went over the various sections of the Complaint.

38. Based on my understanding of the term “purchase”, I did not think it was relevant to mention I purchased my tickets through a third party.

39. Though my attorney offered to provide me a copy of the complaint for review prior to its submission, I told him this was not necessary, if it was substantially like what we reviewed.

40. After the Complaint was filed, I received a copy of the filed document on September 20, 2022 from my attorney’s office.

41. After receiving the Complaint, I did not contact my attorney about any of the paragraphs in the Complaint to inform him that they were inaccurate in any way. This includes, but is not limited to, paragraphs 47, 48, and 58 of the Complaint.

DocuSigned by:

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Kandus Dakus

Executed on: October 9, 2023 | 9:05:19 PM EDT